

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

NO. 7:14CR000037-001BO

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	AMENDED
v.)	CONSENT ORDER
)	
CARL DAVIS,)	
)	
Defendant.)	

The United States of America ("United States"), by and through the United States Attorney's Office for the Eastern District of North Carolina, and the Defendant, Carl Davis, with the concurrence of the Defendant's Attorney, H. Gerald Beaver, have agreed to the following:

1. That the United States and Defendant, through counsel, entered into a Memorandum of Plea Agreement and the same was filed in open court on June 10, 2014.

2. That the parties acknowledge and agree that the restitution owed in the case will be in excess of \$145,000.00.

3. That the Defendant, through counsel, has expressed a desire to begin paying money toward the restitution amount prior to sentencing.

4. In the Consent Order filed in this case on December 18, 2014, the Defendant, through counsel, agreed to pay \$3,000.00 at

time of sentencing. In addition, Defendant further agreed to begin making monthly payments of \$1,500.00 per month beginning February 25, 2015. Said \$1,500.00 monthly payments were to continue until October 25, 2015, when the payments was to increase to \$2,000.00. The payments were to remain at \$2,000.00 per month until such time as his case is re-evaluated and any payment adjustments presented to the Court. Payments are to be made payable to the U. S. District Court and mailed to P. O. Box 25670, Raleigh, North Carolina 27611. All payments should include the Defendant's name and court docket number 7:14CR000037-001BO.

5. The Social Security Administration has confirmed to the United States Attorney's Office that the social security amount received by the Defendant in the amount of \$1,327.90 will be offset and applied to the overpayment owed by the Defendant. Because of this offset, the United States has agreed that in order to comply with the payment schedule outlined in paragraph 4 above, Defendant's payments should be adjusted as follows: 1,500.00 on or before February 25, 2015 and beginning in October, 2015, a payment of \$672.10. Said \$627.10 monthly payment shall continue until such time as his case is re-evaluated and any payment adjustments presented to the Court. If the social security offset is reduced, however, then the payment plan in paragraph 4 shall be reinstated.

6. The U. S. Attorney's Office agrees to periodically, but not more than annually, contact the Social Security Administration for an accounting of the offsets taken and applied by the agency and provide said offset information to the Court. This will allow the Court to provide a credit to the Defendant's debt with the Court for monies paid directly to the agency.

7. The Defendant, through counsel, further agrees to allow the U. S. Marshals Service to sell property deeded in his name, located at Lot 214 Shannon Road, PIN 934869265500, Robeson County, North Carolina, and Defendant confirms that said property is free and clear of liens other than ad valorem taxes that may be due on the property. The Defendant agrees that the net proceeds from the sale will be applied to the restitution ordered. Pursuant to 28 U.S.C. § 2001, the U. S. Marshals Service shall be authorized, at their discretion, to contract with a real estate or brokerage firm in order to maximize the sale of the property. The U. S. Marshals Service is not required to sell property at auction, on the premises of the property, or at the courthouse, and any reasonable advertising may be used, so long as it is done in a commercially reasonable manner. The U. S. Marshals Service will prepare a Report of Sale with the Court within five (5) days after the sale is completed.

SO ORDERED, this 18 day of March, 2015.

Terrence W. Boyle
United States District Judge Terrence W. Boyle

CONSENTED TO:

G. Norman Ackers
G. NORMAN ACKER, III
Assistant United States Attorney

H. Gerald Beaver
H. GERALD BEAVER
Attorney for Defendant

Carl Davis
CARL DAVIS
Defendant